

NEGOTIATED AGREEMENT

Effective

July 1, 2007 - June 30, 2009

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## ARTICLE I

### DEFINITIONS

The Board of Directors of the Jefferson-Scranton Community School District, hereinafter referred to as the "Board", recognizes the Jefferson-Scranton Community Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining agent for all full-time and regular part-time certified teachers, defined as those who teach at least one period per day for four months or more per school year, including guidance counselors, librarians, special-education instructors, Chapter I instructors and nurses. Excluded: superintendent, principals, school board secretary, board of directors, supervisory employees, athletic director, curriculum director, remedial-reading director, secretaries, custodians, bus drivers, bus mechanic, substitute teachers, teachers' aides, cooks, cafeteria personnel, clerks, other non-professional employees, any person not specifically included in the above paragraph and all other persons excluded by Section IV of the Act.

## ARTICLE II

### PURPOSE STATEMENT

The Board and the Association recognize that the ultimate goal and the purpose of the public school is to provide a quality education program for children and youth of the school district. The parties further recognize that attainment of this education objective is a joint responsibility of the Board, the administrative staff, the supervisory staff, the professional teaching personnel of the district, the parents of students, and the community at large.

The parties agree as follows:

## ARTICLE III

### EVALUATION PROCEDURE

#### A. Classroom Teacher

1. A designated administrator shall be responsible for the evaluation of each employee. This evaluator will maintain a portfolio for each employee for each contract year. This portfolio will contain all of the documentation for that year's summative evaluation.
2. The evaluator will use the following forms for the evaluation process:
  - a. Evaluation Form

This form will be used for each formal observation and summative evaluation of teachers.

b. Other Data

Any additional supporting documentation may be placed in the portfolio by the evaluator or by the teacher at any time prior to the summative evaluation.

3. Each of the above items must be acknowledged by the employee's signature. The employee must have the opportunity to discuss and/or respond at the time the item is added to the portfolio. Signing this item has no implication that the employee accepts or agrees with the evaluator's statements or judgments.
4. Formal classroom visits may take place at any time. These visits will not occur during the first or last week of any semester (high school) or school year (elementary/middle school). The evaluator may require the employee to supply a filled-out pre-observation form. If such forms are used, they will become a part of that employee's portfolio. As a rule, the observation will last at least one class period. Within five school days of the visit, a post-observation conference will be held for the purpose of discussing the observation. At the summative conference, the Evaluation Form will be discussed and signed.
5. Any teacher who meets or exceeds district expectations in all evaluative categories will be placed on a three-year evaluation cycle, unless an additional evaluation is requested by such a teacher, or the principal decides an additional evaluation is indicated. Both probationary and those non-probationary teachers who receive a rating(s) of "Performance levels in need of improvement" will be formally evaluated at least twice per year, with at least one observation per semester.
6. At the end of the evaluation cycle, the evaluator will complete the evaluation form and conference. A meeting will be held between evaluator and employee where the completed summative evaluation will be discussed and signed. The employee has the right to duplicate any and all forms in his/her file. Evidence of performance submitted may be retained by the employee. The evaluator has the right to duplicate any and all evidence to retain in the file.
7. The employee has the right to grieve any aspect of procedure outlined herein with regard to evaluation. Should the employee choose to grieve the evaluation procedure under the auspices of Article X of this contract, the first day of the five days in the First

Step of the Grievance Procedure is the day the grieved form is signed. The content of the evaluation is not subject to the grievance procedure.

8. If the employee is involved in a goal attainment project, materials relating to this will be a part of that employee's portfolio.
9. Evaluation forms are not part of the master contract.

B. Coaches

1. The Athletic Director or some other designated supervisor will evaluate each coach. At least two days' written notice will be given prior to a formal observation of practice. This observation will be of at least 30 minutes' duration. The observation will not be held during the first week of the season and will be held prior to the last week of practice prior to the beginning of that sport's State Tournament series.
2. A post-observation conference will be held within five school days of the observation. At this meeting a complete coaches' Evaluation form will be discussed and signed. By mutual agreement, this five-day interval may be extended. Signing the form does not imply acceptance or agreement with content of the form.
3. Any coach who is rated "effective" or "superior" in all evaluative categories will be placed on a three year evaluation cycle. Both probationary and those non-probationary coaches who receive a rating(s) of "unsatisfactory" or "needs improvement" will be formally evaluated once per year. If an employee is a head varsity coach in some sport, that will be the season for visitation.
4. Procedure of evaluation can be grieved if there is an area with an unsatisfactory rating. Should the employee choose to grieve under Article X of this contract, the first day of the five days in the First Step is the day the evaluation form is signed by the employee.
5. The employee has the right to duplicate each evaluation after it has been signed.
6. Evaluation forms are not part of the master contract.

ARTICLE IV

STAFF REDUCTION

When the Board of Education determines that staff reduction is necessary, the following procedure will be followed:

A. Categories

1. The Board or Superintendent shall designate categories where staff reduction shall occur. These designated categories shall be: grade level groups PK-5 (including Title I), or curricular areas within grades 6-12. Special areas such as physical education, music, media, art, special education, and guidance shall be designated K-12 (unless limited by certification). At the beginning of each school year, the administration shall post a list of all teachers, showing the categories to which they belong, and the order of seniority within each category.
2. If an employee's full-time assignment has been changed from one category to another within the previous three (3) years, that person shall be considered a member of both categories for staff reduction purposes.
3. If an employee has teaching responsibilities in more than one category, he/she will be considered a member of both categories.
4. The employee(s) within the designated category in which staff reduction may occur shall be notified in writing of that possibility prior to April 1 of the year of termination, or earlier if the Board determines sooner where cuts will take place.

B. Criteria: Prior to the issuance of contracts for the next school year, the Superintendent will apply the following criteria, in order, to those individuals designated in 1 above.

1. Attrition--If one of the designated employees resigns, that position is terminated. If this resignation occurs after the rest of this procedure has been employed, the terminated employee shall be offered a contract immediately as if no interruption had occurred.
2. Employee in first or second year of teaching will be terminated. If two or more such exist, resolved under (4). If none, then:
3. The employee with the shorter continuous service in the school district shall be terminated. Continuous service shall begin with the date of most recent approval of hiring of the employee by the Board, continuing contract renewals under Chapter 279, Code of Iowa, excepted. If the continuous service for two or more employees is the same, then:

4. Lowest rated employee in terms of this school district's teacher evaluation form shall be terminated. All evaluations for the current and preceding two evaluation cycles shall be considered. Each individual's evaluations and the average rating based on Summative Evaluations on the district's teacher evaluation form shall be reviewed with him/her prior to the determination of the "lowest rated employee". (For reference from (2) above, the same procedure shall be followed with whatever evaluations are available.)
  5. In the event that two or more employees have equal continuous service (if both/all employees were approved at the same meeting of the Board of Education) and equal evaluation, the criterion becomes that date on which the employee signed the contract.
- C. Notification: Upon completion of this process, the superintendent will immediately inform each of the jeopardized employees of the outcome.
- D. Recall
1. Each employee terminated for reasons of staff reduction or realignment shall be offered any opening for which he/she is qualified and certified that occurs in the category within two (2) years from June 30 of the year of termination, in the inverse order of termination.
  2. Such employee(s) shall be reinstated into the salary schedule as if no interruption had occurred, and sick leave previously accrued shall be reinstated.
  3. It is the responsibility of the employee to keep the superintendent aware of a current address. Failure to respond in the affirmative to notice of recall within ten (10) working days will result in the individual's being removed from the list, and recall rights shall be terminated. The employee shall be informed of the ten (10) working day limit in the communication.

## ARTICLE V

### TRANSFER PROCEDURES

A. Definition of Transfer

1. A transfer shall occur when the majority of a teacher's assignment changes to a different curricular area in grades 6 through 12 or to a different grade level in grades Pre-K through 5, or
2. When a teacher vacates a position and the District retains the same number of teachers in grade levels Pre-

K through 5 or curricular areas in grades 6 through 12, or when the District increases the number of teachers in grade levels Pre-K through 5 or curricular areas in grade 6 through 12.

3. Transfer procedures shall also be initiated if a vacancy occurs in the specialized areas of music, art, physical education, guidance counselor, special education or media specialist; and the transfer involves a move between grade level groups Pre-K through 5 and 6-12 in those curricular areas.

B. Procedures

1. Notification of vacancy

- a. When a vacancy occurs, the superintendent shall post in all buildings, a written notice of vacancies not less than ten (10) days prior to the date the position is to be filled.
- b. Vacancies occurring after the last day of classes in one school year and prior to the first day of classes in the succeeding school year, shall be posted in the business office of the District and such position or positions may be filled at the time a qualified applicant, as determined by the District, becomes available provided that the notice has been posted for at least three (3) days, unless such posting requirement would delay filling a position past the first day of classes.

2. Voluntary transfers

- a. If a teacher applies during the posting period, the applicant shall be granted an interview and considered prior to interviews with applicants who are not currently employees of the District. Vacancies shall be filled on the basis of qualifications as determined by the District.
- b. Should more than one teacher apply for the transfer and more than one applicant be deemed qualified by the District, the transfer shall be granted to the teacher with the longest continuous service in the District.

3. Involuntary transfers

- a. If there are no teachers requesting a transfer, the superintendent may transfer a qualified teacher to the vacant assignment for reasons that meet the instructional needs of the District.
- b. If there is more than one qualified teacher as determined by the District, the teacher with the least continuous service within the grade level, if the transfer is in grade levels Pre-K through 5 or



within the curricular area if the transfer is in grade levels 6 through 12, shall be transferred.

4. Notice of decision: A written notice of transfer decision shall be sent to all in-system applicants, teachers involuntarily transferred and the Association president following the transfer decision and such notice shall include reasons for the decision.

C. Internal Reassignments in Curricular Areas

In the event of a reassignment within a curricular area in grades 6 through 12, but not involving the vacating of a position, the principal or the curriculum director, or both of them, shall confer with the teachers involved. Such conference shall include discussion of the educational reasons for the changes and full consideration of the opinions and ideas of both teachers and administrators.

ARTICLE VI

ECONOMIC BENEFITS

A. Salary schedule

The salary schedule and payment schedule for extra curricular activities (schedules immediately following ARTICLE VI) express a policy which the Directors of the Board of Education shall follow in determining salaries. The salary schedule is part of the contract entered into with the exclusive bargaining agent for the certified bargaining unit with the district. Each horizontal and vertical increment on the schedule represents an increase of four percent of the OBA salary amount.

B. Extracurricular activities

The unit worth value for extra curricular activities, which shall be adjusted by the same percentage as the scheduled salaries alone on the new salary schedule, relate to the cost of salaries alone on the salary schedule currently in use.

C. Deviation from schedule

The Board may deviate upwards from this schedule if it is necessary to fill a teaching position or to hire a well-qualified person for a position; if such action is taken, the Board will notify the Association President in writing and will include reasons for its action.

D. Credit for previous experience

The Board, in the initial hiring of an employee, at its discretion, may allow credit for previous teaching experience.

E. Increases for additional training

A teacher who is entitled to an increase in salary by reason of additional training shall be issued an amended contract for said increase if written evidence of such training is presented to the superintendent's office prior to September 5.

F. Required extra training

Any additional training sessions, not conducted within the normal school day nor contract year, at which attendance is required by the Board, shall be paid at the rate of 1/190th of the employee's current salary for each day of training. A day of training shall consist of 7 working hours. For any training days less than 7 hours, the daily rate shall be proportionately reduced to the number of hours of mandatory attendance.

G. Covering for Absent Teachers

In those cases where regular substitutes are not available, and an employee voluntarily assumes the responsibility of any extra class(es), the employee in charge shall be remunerated at the rate of \$15.00 per period. The employee shall submit a bill for the above services to the business office.

H. Phase II

All Phase II funds received pursuant to House File 499 shall be divided equally among all eligible certified staff members, namely, those employees whose salary in accordance with the salary schedule is over the state-mandated minimum formula. Phase I and Phase II payments shall be made in equal monthly installments for the first eleven payments. The final and twelfth monthly payment shall reflect any adjustments in Phase II monies.

I. School Nurse

The salary of the school nurse shall be increased by the same percentage as the total package increase for the entire bargaining unit.

J. National Board Certification

Teachers who achieve the accreditation of National Board Certification for Professional Teaching Standards will be granted MA equivalency on the salary scale. Should the teacher(s) already qualify for the MA or MA15 lane and receive National Board Certification, the teacher(s) shall be granted MA15 or MA30 equivalency on the salary scale.

K. Longevity Pay

After an employee is on the maximum step of the BA30, MA, MA15 or MA30 lane for one year, the employee shall receive a cumulative annual longevity pay increase of 3% of the BA base in addition to the maximum step amount of the respective lane.

L. Additional Teaching Assignments

Teaching assignments outside the regular school day or contract year shall be paid an hourly rate based on a per diem of 1/190th of the employee's current salary divided by seven. Pay will be for actual student contact hours. Hours for Driver's Education will include thirty (30) classroom hours plus six hours per student of driving time.

M. Work Year

The Jefferson-Scranton teachers' contract is 190 days, of which three (3) are paid holidays. Any additional day(s) mandated by the state and fully funded by the state will be paid at the per diem rate.

## Salary Schedule 2007-2008

JEFFERSON-SCRANTON SCHOOL DISTRICT						
SALARY SCHEDULE - 2007-08						
	BA	BA+15	BA+30	MA	MA+15	MA+30
0	25825	26858	27891	28924	29957	30990
1	26858	27891	28924	29957	30990	32023
2	27891	28924	29957	30990	32023	33056
3	28924	29957	30990	32023	33056	34089
4	29957	30990	32023	33056	34089	35122
5	30990	32023	33056	34089	35122	36155
6	32023	33056	34089	35122	36155	37188
7	33056	34089	35122	36155	37188	38221
8	34089	35122	36155	37188	38221	39254
9	35122	36155	37188	38221	39254	40287
10	36155	37188	38221	39254	40287	41320
11	37188	38221	39254	40287	41320	42353
12	38221	39254	40287	41320	42353	43386
13	39254	40287	41320	42353	43386	44419
14		41320	42353	43386	44419	45452
15			43386	44419	45452	46485
16				45452	46485	47518
17					47518	48551
18						49584

## EXTRA CURRICULAR ACTIVITIES

Salaries for activities will be based upon units. For the 2007-2008 school year, each unit is worth \$463.39.

## I. Football, Basketball, Baseball, Softball, and Wrestling

Senior High Head Coach	12
Senior High Assistant Coach	8
Ninth Grade Football Coach	8
Ninth Grade Basketball Coach	8
Other Ninth Grade Coaches	6.5
Middle School Head Coach	6
Middle School Assistant Coach	4

## II. Track, Volleyball

Senior High Head Coach	10
Senior High Assistant Coach	7
Middle School Head Coach	6
Middle School Assistant Coach	4

## III. Cross Country

Senior High Head Coach	10
Middle School Head Coach	5

## IV. Golf

Senior High Head Coach	6
Assistant Shared Boys'/Girls' Golf Coach	4

## V. Other Activities

High School Drama	5.0	per production
Speech	8.0	
Assistant Speech	4.0	
Yearbook	6.0	
Quill	4.0	
Student Council	6.0	
Prom - Junior Class Sponsor	4.5	total. If any persons receiving partial points cease to serve in such capacity, the fractional points shall revert to the head sponsor.

Color Guard	5.0	
Drill Team	4.0	
High School Cheerleaders	10.0	total.
High School Pep Club	1.5	
High School Vocal	10.5	(includes biennial musical production)
High School Instrumental	12.0	
Middle School Vocal	6.0	
Middle School Instrumental	6.0	
Assistant High School/Middle School Music	6.0	
Middle School Drama	3.0	
Summer Safari	1.0	
OSHA	5.0	
Adult Education Director	11.0	
Director of Vocational Education	6.5	
Lead Teacher - Technology	3.0	
Adult Farmer	3.5	
Ticket Taker--Ticket Seller--		
Scorer and Time-keeper (Varsity Basketball & Volleyball)	\$20.00	per event
Bus Chaperone	\$30.00	per event if trip is less than 60 miles one way
	\$40.00	per event if trip is more than 60 miles one way

The inclusion of a specifically enumerated extra-curricular activity job assignment does not require the Board to hire personnel to fill those extra-curricular job assignments or fill these positions with members of the bargaining unit. The Board shall attempt to fill other additional duty assignments with volunteers but retains the right to make such extra-duty assignments it deems necessary.

## ARTICLE VII

### DUES DEDUCTION

#### A. Authorization

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an authorization card, furnished by the Board, authorizing payroll deduction of professional dues.

#### B. Limitations

1. Deductions will be collected only for professional dues.
2. All authorized cards must be delivered to the Business Manager by the first of September of each new school year.
3. According to state laws, individuals must give thirty days' notice in writing to the Board to terminate the dues deduction.
4. The deduction shall be an equal amount from each paycheck.

#### C. Responsibility

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, suits, or other forms of liability and all costs arising out of any dispute between the parties for dues deductions.

## ARTICLE VIII

### REIMBURSEMENT FOR PHYSICAL

To the extent not covered by insurance, the Board will reimburse each employee up to \$60.00 once every three (3) years for required physicals.

## ARTICLE IX

### INSURANCE

#### A. Hospital-Surgical-Major Medical Insurance

1. For each full-time employee (75% or higher), the Board shall contribute 100% of the employee's single rate premium per month toward the purchase of hospital-surgical-major medical insurance. Employees shall be

given their choice of either the current basic plan (PPO copay 500), the Protector 750 plan, or the PPO copay 1000. All aforementioned plans will include a prescription drug benefit.

For those who elect a plan other than the basic plan, the difference in monthly premium between the basic plan and the alternate plan of choice shall be applied, at the employee's request, to the monthly dependent insurance contribution; or, if the employee does not require dependent coverage, the Board shall pay the difference into a TSA of the employee's choice.

No such contribution will be required for any employee who declines in writing to be covered by the insurance provided the employee shows proof of coverage on a spouse's group health plan. In the event an employee declines in writing to be covered by such insurance (and has proof of spouse's group health coverage), the Board shall contribute an amount equal to 100% of the single-rate premium of the basic plan to a TSA of the employee's choice.

The Board shall determine the insurance carrier for the insurance coverage specified in this article.

2. Any employee eligible for family hospital-surgical-major medical insurance may elect to: (1) have the Board pay the cost of the family premium and receive a rate of pay commensurate with the employee's placement on the salary schedule less the amount of the family insurance premium, or (2) receive full payment pursuant to the salary schedule.

B. Long Term Disability Insurance

The Board shall contribute for each full-time employee 100% of the employee's premium per month toward the purchase of long-term disability insurance. The Board shall determine the insurance carrier for such coverage.

C. Life Insurance

The Board shall contribute for each full-time employee 100% of the employee's premium per month toward the purchase of a \$20,000 group term life insurance policy. The Board shall determine the insurance carrier for such coverage.



## ARTICLE X

### GRIEVANCE PROCEDURE

A. Definition: A grievance shall mean a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

B. Procedures

1. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. A grievant, at his or her option, may be represented at Steps 1, 2, 3 and 4 of the grievance procedure by a representative of the Association. An administrator, at his or her option, at Steps 1, 2, 3 and 4 may have another administrative staff member present.
2. The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended, in writing, by mutual agreement.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff.

C. Steps and timelines

1. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her principal (and representatives, if included) within ten (10) school days from the date of notification by the employee to the principal that a possible grievance has occurred.

2. Second Step

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing (with the principal) within (10) school days from the date of notification by the employee to the principal that a possible grievance has occurred. The principal shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent

within ten (10) school days after receipt of the grievance.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) school days the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within ten (10) school days of the third-step grievance meeting and communicate it in writing to the employee and the principal.

4. Fourth Step

If the grievance is not resolved satisfactorily at Step 3, the Association and employee may submit, in writing, a request to the Superintendent within 15 days from receipt of the Step 3 answer to enter into arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven (7) days, the Federal Mediation and Conciliation Service will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator will be binding on the parties.

Expenses for the Arbitrator's services shall be borne equally by the District and the Association.

The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association, and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

- D. Other claims filed by employee: If any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedure.

## ARTICLE XI

### LEAVES

#### A. Personal Illness

1. All certified employees who are working under the regular form of contract shall be entitled to sick leave with regular pay in accordance with the following rules and schedules:

Public school employees are granted leave of absence for personal illness or injury with full pay in the following minimum amounts:

a.	The first year of employment	10 days
b.	The second year of employment	11 days
c.	The third year of employment	12 days
d.	The fourth year of employment	13 days
e.	The fifth year of employment	14 days
f.	The sixth year of employment	15 days
	and each year thereafter	15 days

2. The above amounts shall apply only to consecutive years of employment in the same school district, and unused portions shall be cumulative to a maximum of ninety (90) days. Upon attaining the maximum cumulative sick leave, an employee may utilize sick leave from the current year's employment prior to exhausting any cumulative sick leave.
3. The Superintendent's office will provide each teacher a written statement of the teacher's accumulated sick leave and number of designated days for that year at the beginning of each school year.
4. If a teacher is ill on the day of parent-teacher conferences, he or she will select a substitute conference day within a week of his or her return to school. On the selected day, a substitute will be hired to teach his or her classes, and the teacher will prepare his or her papers requesting pay for illness and shall include the name of the substitute. It is the teacher's responsibility for alerting the principal on any of the above matters which are pertinent.

#### B. Illness - Family

1. Leave of absence for illness of family members may be granted as follows:
  - a. Certified employees will be allowed to use their entire annual allocation of sick leave days [No fewer than 10 and no more than 15 as established in

Article XI, Section A (1a-f)] per year for the reason of family illness. Family shall consist of spouse, children, parent, sibling, spouse's parents, and spouse's siblings. An employee responsible for taking a family member to a medical/dental appointment can utilize this leave in one-half (1/2) day units. This shall include one day for the birth of a child to an employee's spouse.

- b. Leaves may be granted in excess of the specified time. In such cases, the teacher's salary will be reduced by the cost of a substitute teacher's salary and benefits. In the event a substitute is not employed, no reduction in salary shall occur. Application shall be made to the principal. Such leave will not be charged against accumulated sick leave.

C. Funerals

- |    |                           |            |  |
|----|---------------------------|------------|--|
| 1. | Funeral--immediate family | 5 for each | Dependents, parents, brothers, sisters, spouse's parents, brothers or sisters  |
| 2. | Funeral--other relative   | 2 for each | Grandparents, grandchildren, aunts, uncles, nieces, nephews, spouse's grandparents, aunts, uncles, nieces and nephews, brothers-in-law, sisters-in-law |
| 3. | Funeral--friend           | 1 day      |  |

D. Personal Leave

1. At the beginning of every school year, each Employee shall be credited with two (2) days for personal leave, or with a maximum of four (4) days if he or she used only one or no days of personal leave days the previous year. A personal leave day may be used for any purpose, at the discretion of the Employee, but a one (1) week notice shall be required, except in the case of an emergency.
2. Reasonable restrictions may be imposed on the use of personal leave before or after a holiday, or vacation period. Personal leave may be used in one-half (1/2) day units at the discretion of the Employee. Requests for personal days will be granted in the order received and will be subject to the availability of substitutes.

- E. Family and Medical Leave Act: Provisions of the Family and Medical Leave Act of 1993 are hereby incorporated into this agreement by this reference. The inclusion shall in no way reduce or adversely impact any other provisions of this agreement.
- F. Unusual Situations: Unusual situations not covered by present policy may be reviewed by the Board of Directors for special consideration.

## ARTICLE XII

### CLOSURE

This Agreement supercedes and cancels all previous agreements and practices between the Board and the Association or an employee(s), and constitutes the complete and final agreement between the parties regarding wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluations, procedures for staff reduction, in-service training, dues check-off for members of the Union, grievance procedures for resolving any questions under the agreement, and other matters mutually agreed upon, and concludes collective bargaining for its term.

During the life of this Agreement, neither the Board or the Association will be required to negotiate on any further matters affecting this Agreement on any other subjects not specifically set forth in this Agreement.

## ARTICLE XIII

## DATE AND SIGNATURES

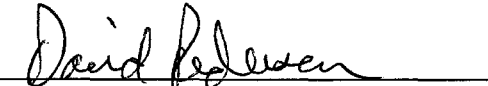
This Agreement shall be effective July 1, 2007 and continue in force until June 30, 2009, except for Article VI (Economic Benefits, inclusive of the salary and extracurricular schedules immediately following).


As evidence that this Agreement is binding, the parties represented by this Agreement have caused this Agreement to be signed by the respective presidents, attested by the respective chief negotiators and their signatures placed hereon all on this 4th day of May, 2007.

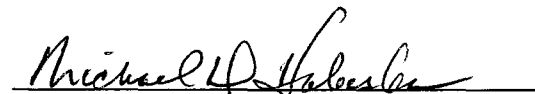
JEFFERSON-SCRANTON COMMUNITY  
EDUCATION ASSOCIATION

BOARD OF DIRECTORS OF JEFFERSON-  
SCRANTON COMMUNITY SCHOOL  
DISTRICT

By   
President

By   
President

By   
Chief Negotiator

By   
Chief Negotiator